 NUMBER 46778 RECORDED SEPT. 21ST, 1934, ALMA HILL TO MRS. MELVINA WATERS,

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($1850.00) EIGHTEEN HUNDRED FIFTY AND NO/100 . . DOLLARS of which ONE HUNDRED AND NO/100 ... DOLLARS has been paid in cash by MRS. MELVINA WATERS, , receipt of which is hereby acknowledged, and for the remainder ($800.00) EIGHT HUNDRED AND NO/100... DOLLARS ~~the said~~ OF THE REMAINDER THE SAID MRS. MELVINA WATERS EXPRESSLY ASSUMES AND AGREES TO PAY THE UNPAID BALANCE OF ONE NOTE ORIGINALLY $900.00 BUT REDUCED BY CREDIT TO $800.00 DATED MARCH 7, 1928 SIGNED BY SAMUEL E. JOHNSON AND WIFE, AND SECURED BY DEED OF TRUST TO THOMAS H. WARREN TRUSTEE, OF RECORD IN BOOK 776, PAGE 474, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE FOR THE BALANCE OF SAID CONSIDERATIO N AMOUNTING TO $950.00 THE SAID MRS. MELVINA WATERS HAS EXECUTED SIXTY THREE PRINCIPAL NOTES, ALL DATED SEPTEMBER 19, 1934, THE FIRST SIXTY TWO IN THE PRINCIPAL SUM OF $15.00 EACH AND THE SIXTY THIRD NOTE FOR $20.00 BUT THE INTEREST HAS BEEN COMPUTED AT 6% AND ADDED INTO THE FACE OF THE NOTES MAKING THE FIRST NOTE FOR THE SUM OF $19.75 AND EACH SUCCESSIVE NOTE DECREASING ALTERNATELY EIGHT CENTS AND SEVEN CENTS LESS THAN THE PRECEDING NOTE MAKING THE SIXTY SECOND NOTE FOR THE SUM OF $15.17 AND THE SIXTY THIRD NOTE FOR $20.10 ; ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF ALMA HILL AND BEAR INTEREST FROM THE MATURITY AT SIX PER CENT PER ANNUM.

and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed I, ALMA HILL AN UNMARRIED WOMAN OF LAWFUL AGE.
have this day bargained and sold, and do hereby transfer and convey, unto the said MRS. MELVINA WATERS, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 21 ON THE MAP OF J. A. JOWETT'S SUBDIVISION OF LOT NO. 3 IN ELIZABETH HARDING LYTLE TRACT AS OF RECORD IN BOOK 57, PAGE 67, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 21 FRONTS 50 FEET ON THE NORTHERLY SIDE OF HEFFERNAN STREET AND RUNS BACK BETWEEN PARALLEL LINES 182, FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO ALMA HILL BY DEED FROM SAMUEL F. JOHNSON AND WIFE OF RECORD IN BOOK 898, PAGE 643, SAID REGISTER'SOFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. MELVINA WATERS HER heirs and assigns, forever, I, covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT AS TO STATE AND COUNTY TAXES FOR 1934, WHICH THE PURCHASER HEREIN ASSUMES AND ALSO THE ENCUMBRANCE HEREINBEFORE SET OUT. I, further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said MRS.MELVINA WATERS, HER heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to ME in hand paid I, , the said MRS. MELVINA WATERS,

do hereby transfer and convey unto M.K. BARRY , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I, , the said MRS. MELVINA WATERS, , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 1500.00 FIRE AND TORNADO until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

I, further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case I, fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if I, , the said MRS.MELVINA WATERS, , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if I, fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, I, fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

I, agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. I, further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to MRS. MELVINA WATERS, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to M.K. BARRY Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said ALMA HILL,

and MRS. MELVINA WATERS, , hereunto set our hands at NASHVILLE, , Tennessee, this the 19TH day of SEPTEMBER , 1934.

ALMA HILL
MRS. MELVINA WATERS,

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILEY C. WILSON , a Notary Public in and for said County and State, the within named MRS. MELVINA WATERS A WIDOW, AND ALMA HILL UNMARRIED. the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And --- ---- of the said having appeared before me privately and apart from --- husband , the said --- --- , acknowledged the execution of the said instrument to have been done by ----- freely, voluntarily, and understandingly, without compulsion or constraint from --- said husband , and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, , Tennessee, this 19 day of SEPTEMBER , 1934

My commission expires JULY 20, 1938

(Seal) WILEY C. WILSON
Notary Public.

RECD SEPT. 20TH, 1934 AT 2; 10 P.M.

7405 MARSHALL & BRUCE CO. NASHVILLE

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 7th day of Sept 1940

Attest: COMMERCE UNION BANK
By: Asst. Trust Officer
DEPUTY REGISTER